

### **REMARKS**

Claims 1-74 are pending.

Claims 11 (first instance), 12 (first instance), 13-15, 29, 52, 66, and 68 have been amended.

Claims 1, 11-15, 29, 30-35, 52, 66-72 have been amended.

- Several claims have been amended for clarity to include the conjunction “and” at the end of the second to last element in the claim.
- Claims 11 and 12 (second instance) and 13-14 have been amended for clarity to replace “interrelationship” with “relationship” to provide proper antecedent basis.
- Claims 67 and 68 have been amended for clarity to follow the format of independent claim 66, from they each depend.
- Claim 68 has been amended to properly claim dependence to Claim 67.

The Specification has been amended to correct minor grammatical errors. No new matter has been added.

### **Claim Objections**

Claims 11 & 12 (first instance), 11 & 12 (second instance), and 68 are objected to for informalities and have been amended to correct the informalities.

The first instance of Claims 11 and 12 have been canceled and rewritten as Claims 73 and 74.

Claim 68 has been amended to properly claim dependence to Claim 67.

Applicants respectfully request withdrawal of the objections.

### **Claim Rejections - 35 U.S.C. § 102**

Claims 1-74 stand rejected under 35 U.S.C. § 102(a) as being anticipated by Verisoft, Inc. (referred to herein as “*ZipForm*”). Applicants respectfully traverse the rejection.

In *W.L. Gore & Associates v. Garlock, Inc.*, the Federal Circuit stated that “[a]nticipation requires the disclosure in a single prior art reference of each element of the claim under consideration.” 721 F.2d 1540, 220 U.S.P.Q. 303, 313 (Fed. Cir. 1983), *cert. denied*, 469 U.S. 851

(1984). “Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, as arranged in the claim.” *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 730 F.2d 1452, 221 U.S.P.Q. 481, 485 (Fed. cir. 1984). Thus, it is not enough that the prior art reference disclose all the claimed elements in isolation. “There must be no difference between the claimed invention and the reference disclosure, as viewed by a person of ordinary skill in the filed of the invention.” *Id.*

**Applicants respectfully submit that when consistently compared to the present invention, *ZipForm* does not anticipate the present invention.**

*ZipForm* describes a way to “automate your real estate transactions with electronic forms.” *ZipForm*, p.5. More specifically, *ZipForm* allows users to “[s]implify your process of filling-in, storing, retrieving, and printing real estate transaction forms.” *Id.*, p. 24. Since the disclosure of *ZipForm* is relatively brief, Applicants have reproduced *ZipForm* pp. 5-8 below for convenience:

**The All New ZipForm 4.0 for Windows Includes:**

- **Dialog Viewing** - This window offers a convenient way to complete a form by tabbing to consecutive fields.
- **Form Grouping** - Allows users to group standard sets of current forms for completing transactions.
- **Form Preview Window** - Users can view each form before opening the file.
- **Date Expiration** - Unlimited use for one (1) year period, or
- **Impression Count** - Preset number of impressions for printing.
- **Data Templates** - Prefilled data templates save time by storing recurring static information of each transaction.
- **Internet Updates** - New Internet connectivity feature gives users the opportunity to access forms revisions and software updates via the Web.
- **Calendar Definition Option** - Users define how date, month, and year fields are formatted. A number of alpha and numeric combinations are available.
- **Report Tool** - Captures data and prints reports using completed transaction data.

**Bring a Whole New Level of Intelligence to Your Forms**

- Transaction Information is entered once and carried across the forms needed to complete a transaction.
- Intellicopy, an instant point-and-click link that copies repetitive information between fields.
- Pop-Up Calendar allows for point-and-click date insertions and date advances for contingencies.
- Independent, Secure User Files allow access to a variety of forms files, but limited access to transaction files.

- Expanded Calculations and Amortization Features automatically carry financial information throughout the entire form.
- Field-Specific Help explains transaction information needed to complete current field.
- Spell Check Correction feature enhances accuracy.
- Jumps provide easy movement between forms.
- Section Menus give you direct access to any section of a form.
- Tab Stops permit easy movement through a form.
- Online Help screens provide instant assistance.

ZipForm provides a complete real estate transaction software system for the full range of Windows operating systems, from Windows 3.1 through Windows 95.

**ZipForm for Windows Provides:**

- Multi-level zoom scale from 80-200%
- Effective WYSIWYG viewing and printing
- Access to virtually all printers, including portables
- FAX connectivity
- Protected Association specific forms
- Creation, insertion, and storage of custom clauses
- Prints Association logos and insignias

...

Let ZipForm convert your preprinted real estate forms to electronic forms with ... Custom Forms Design Service.

**Applicants respectfully submit that *ZipForm* cannot anticipate the present invention if *ZipForm* is consistently applied to the present invention.**

**Claims 1 and 35.**

Claim 1 is “a method for generating documents.” The Examiner identified the recited capability of *ZipForm* (p.8) to convert a preprinted form to an electronic document as anticipating “obtaining at least one of a plurality of components from a document template.” Claim 1. Thus, the Examiner has equated the “preprinted form” of *ZipForm* to the “document template” of Claim 1 and equated contents of the preprinted form with the “plurality of components” of Claim 1.

Claim 1 also recites “obtaining at least one relationship from said document template, said relationship defining an association between said plurality of components and a document to be generated.” **Since the Examiner equated the “preprinted form” to the “document template”**

in the first element of Claim 1, to maintain the required consistency in analysis, the **“preprinted form” must be equated to the “document template” throughout Claim 1.** Thus, to anticipate Claim 1, *ZipForm* must teach ‘obtaining at least one relationship from said **preprinted form**, said relationship defining an association between said plurality of components and a document to be generated.’ Applicants respectfully submit that *ZipForm* fails to teach or suggest obtaining any relationship from the **preprinted form** and specifically does not teach or suggest a relationship from the **preprinted form** that defines “an association between said plurality of components and a document to be generated.”

Rather than consistently equating the “preprinted form” with the “document template”, the Examiner stated that “obtaining at least one relationship from said document template, said relationship defining an association between said plurality of components and a document to be generated” was anticipated by **“Form Grouping - Allows users to group standard sets of current forms for completing transactions.” Applicants respectfully submit that the *ZipForm* reference must be consistently applied** because “[a]nticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, as arranged in the claim.” *Lindemann*, 730 F.2d 1452, 221 U.S.P.Q. 481, 485 (Fed. cir. 1984). *ZipForm* does not teach that “Form Grouping” is a “relationship defining an association between said plurality of components and a document to be generated” that is obtained from the ‘preprinted form’, which the Examiner has equated to the ‘document template’ of Claim 1. Applicants, thus, respectfully submit that *ZipForm* does not anticipate Claim 1.

Claim 35 recites “obtain at least one of a plurality of components from a document template” and “obtain at least one relationship from said document template, said relationship defining an association between said plurality of components and a document to be generated.” Claim 35 was rejected on the identical basis as Claim 1. Applicants respectfully submit that Claim 35 is allowable for at least the same reasons as Claim 1. Applicants, thus, respectfully submit that *ZipForm* does not anticipate Claim 35.

## Claims 15 and 52.

Amended Claim 15 recites “obtaining at least one compensation component from a document template”, “obtaining at least one textual component from a document template”, and “obtaining at least one relationship from said document template that defines an interrelationship between said at least one compensation component or said at least one textual component and a document to be generated.”

Claim 15 has been amended to recite “obtaining at least one relationship from said document template.” Following the reasoning set forth above regarding Claims 1 and 35, if **“preprinted form” equates to the “document template” in the first element of Claim 15 and the second element of Claim 35, to maintain the required consistency in analysis, the “preprinted form” must be equated to the “document template” throughout Claims 15 and 35.** Thus, to anticipate Claims 15 and 35, *ZipForm* must teach ‘obtain[ing (Claim 15)] at least one relationship from said **preprinted form** that defines an interrelationship between said at least one compensation component or said at least one textual component and a document to be generated’ Applicants respectfully submit that *ZipForm* fails to teach or suggest obtaining any relationship from the **preprinted form** and specifically does not teach or suggest a relationship from the **preprinted form** that “defines an interrelationship between said at least one compensation component or said at least one textual component and a document to be generated.” Claims 15 and 52.

To consistently equate the “preprinted form” with the “document template”, “obtain[ing (Claim 15)] at least one relationship from said document template, said relationship defining an association between said plurality of components and a document to be generated” would have to be anticipated by **“Form Grouping - Allows users to group standard sets of current forms for completing transactions.”** However, *ZipForm* does not teach that “Form Grouping” is a “relationship from said document template that defines an interrelationship between said at least one compensation component or said at least one textual component and a document to be generated” that is obtained from the ‘preprinted form’. Applicants, thus, respectfully submit that *ZipForm* does not anticipate Claims 15 and 52.

## Claims 29 and 66.

Claims 29 and 66 include a “a modeling interface to a user, wherein the modeling interface comprises a computer generated graphical user interface.” The *ZipForm* modeling interface identified by the Examiner, i.e. grouped forms, does not anticipate, teach, or suggest a “computer generated graphical user interface” as required by Claims 29 and 66. Additionally, *ZipForm* does anticipate, teach, or suggest “include[ing (Claim 29)] respective rules associated with the compensation component and the textual component in a document template, **wherein the rules are executable by a configuration engine, and the rules define an interrelationship between the components that define conditions for controlling how a configuration engine processes the document template to configure a document with one or more of the components**” as required by Claims 29 and 66.

Accordingly, Applicants respectfully submit that *ZipForm* does not anticipate Claims 15 and 52.

Applicants respectfully submit that claims directly or indirectly dependent upon independent Claims 1, 15, 29, 35, 52, and 66 are allowable for at least the same reasons as the independent Claim upon which each dependent claim directly or indirectly depends.

## CONCLUSION

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the examiner is requested to telephone the undersigned.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Amendment, COMMISSIONER FOR PATENTS, P.O. Box 1450, Alexandria, VA 22313-1450, on September 26, 2005.



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Date of Signature

Respectfully submitted,



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